

P.O. Box 9550  
84409  
(Farmers Grain)

BOOK 1176 PAGE 397

AGREEMENT AND GRANT OF RIGHT OF WAY

THIS AGREEMENT AND GRANT, entered into on this 13th day of June, 1941, by and between TRI-STATE OIL AND REFINING COMPANY OF CODY, UTAH, a Corporation, organized and existing under and by virtue of the laws of the State of Utah, the party of the first part, and FARMERS GRAIN COOPERATIVE, a corporation organized and existing under and by virtue of the laws of the State of Utah, the party of the second part, witnesseth:

That the party of the first part, in consideration of the covenants on the part of the party of the second part, hereinafter contained, does hereby grant and convey unto said party of the second part a free and unencumbered perpetual right of way of sufficient width and depth to enable the party of the second part to install therein and thereunder an eight-inch drain pipe and a four-inch drain pipe, or sewer pipe, parallel to, but in the same trench, and on the like grade as said eight-inch pipe, together with the necessary sumps, and man-holes, along said strip of land, for the proper operation, maintenance and repair of said lines of drain, through, under and across such strip of ground, belonging to the party of the first part, situated in Weber County, State of Utah, the center line of which said strip is described as follows:

A part of the North East Quarter of Section 36, Township 6 North, Range 2 West, S. L. M., U. S. Survey: Beginning at a point on the property line of the party of the first part on the Northwesterly side of the Hooper Road, which point is situated N. 89° 26' W. 846.7 feet and N. 43° 03' E. 415 feet, and S. 35° 16' W. 197.7 feet from the South East corner of the North East Quarter of said quarter section (being the South East corner of Lot 8, Local Survey of said Sec. 36), and running thence N. 28° 03' W. 358 feet along said drain pipe line; thence N. 32° 28' W. 592 feet to the outlet of said drain at the North line of said property belonging to said party of the first part.

This grant is made to second party for the purpose of carrying and draining water off of and away from the real property owned by second party and described as follows, to-wit:

All of Lot Seven (7) and a part of Lot Eight (8), Local Survey, more particularly described as follows, to-wit:

Beginning at the South-east corner of said Lot 8, and running thence North 89 deg. 37' West 290.7 feet; thence North 33 deg. 19' East 530.8 feet, to the East line of said Lot 8; thence South along the East line of said Lot 8 to the place of beginning; situate in the North-east quarter of Section 36, in Township 6 North, Range 2 West of the Salt Lake Meridian, United States Survey.

Part of Lot 2, 12, 15 Ogden Commercial, Newton, Park West  
Part 1 15-123-0022, 0023, 0029

Lot 19-018-0001, 0007

Also: A part of the North-east quarter ( $\frac{1}{4}$ ) of said Section 36, described as follows, to-wit:

Beginning at a point 404.8 feet north of the North-east corner of said quarter section and running thence South 43 deg. 01' West 1240 feet; thence South 89 deg. 36' East 556.0 feet; thence North 33 deg. 19' East 530.8 feet; thence North 0 deg. 04' East 466.0 feet, to the place of beginning, situated in Weber County, State of Utah.

And the party of the second part, in consideration of said grant of such right of way as aforesaid, covenants that it will install said lines of drains, as aforesaid, with sealed joints within the limits of said tract of ground, in a workmanlike manner and upon such grade, or grades, as shall conform to its needs in respect to the foundation of its Elevator now being constructed and Elevators which may be hereafter constructed, on its above described land, in carrying away water, in excess of its own needs, from its elevators and property into the open drain in the Weber County highway at the outlet of said drain line and at the North line of the property belonging to the party of the first part, as aforesaid; that it will install in said granted right of way, at a point near the Hooper Road, a sump on said drain pipe line for the joint use of the parties hereto from which said party of the first part may appropriate to its use the water reaching the same in excess of an amount necessary to carry along and expel from the pipes any waste materials from said Elevators, the said waste materials to be drained from said Elevators through said 4 inch drain, or cover pipe, and discharged into said 8 inch drain pipe at a point down grade from said sump; that it will back-fill the trench which results from digging down to grade and after laying the said lines of drain and leave said granted right of way in a neat and presentable condition, and will do likewise from time to time as and when said drainage system shall be repaired, or altered, to keep it in proper condition and operation.


The party of the first covenants that it will not interfere with the free flow of said water along said drain line or lines, and particularly, that it will not back-up such water at any place along said drainage system; that the party of the second part shall have access at all times to said right of way for the purpose of inspecting, cleaning, repairing and remodeling its said lines, or either of them, and the sumps and run-holes along the same, but that said party of the second part shall not be permitted, or required, to fence said right of way, or any part thereof, and shall not otherwise obstruct the free use of the surface thereof by the party of the first part.

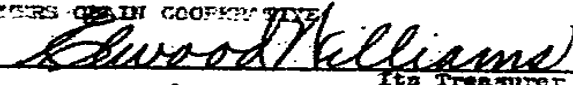
The party of the second part, in further consideration of said grant of such right of way as aforesaid, covenants that it will also give and transfer to said party of the first part two shares of water in the Davis and Weber Counties Canal Company heretofore used by the party of the second part on its property on which the said Elevator is situated; and it grants such easement across its property for the proper conveyance of said irrigation water, represented by said two shares, aforesaid, to the premises of the party of the first part, as shall not interfere with its said Elevators, or other buildings and structures, now or hereafter erected on its property, necessary in the operation of its Elevator business, such easement to be in form of pipe line, the top of which must be at least two feet (2) below surface of ground, all of which must be located north of the present railroad "Relico" station sign.

And the parties hereto further covenant and agree that all and every of the grants, covenants, agreements and conditions herein contained shall extend to and bind their several executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year hereinabove first written.

  
Secretary

THE STATE OIL AND REFINING COMPANY OF OGDEN  
By   
its President

FARMERS OIL CO-OPERATIVE  
By   
its Treasurer

ATTEST:  
  
Notary

The above and foregoing agreement and right of way grant is hereby duly considered, approved and accepted by the undersigned.

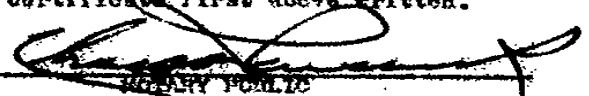
INTERMOUNTAIN OIL AND REFINING COMPANY  
By \_\_\_\_\_  
its \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

State of Utah )  
County of Salt Lake ) ss.

On this 17<sup>th</sup> day of March, 1942, personally appeared before me A. Soderberg, who, being by me duly sworn, says that he is the President of the Tri State Oil & Refining Company of Ogden, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution by its board of directors, and the said A. Soderberg acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

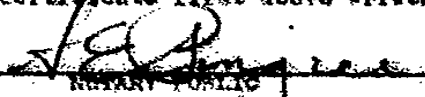
  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires: Feb 16, 1946

STATE OF UTAH )  
COUNTY OF WENNER ) ss.

On this 18<sup>th</sup> day of March, 1942, personally appeared before me Elwood Williams, who, being by me duly sworn, says that he is the Treasurer of the Farmers Grain Cooperative, a corporation, and that said instrument was signed in behalf of said corporation by authority of its By-laws, and that said Elwood Williams acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
Notary Public  
Residing at Ogden, Utah

My Commission Expires: Oct 12, 1942

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1942, personally  
appeared before me \_\_\_\_\_, who, being by me duly  
sworn, says that he is the President of the Intermountain Oil and Refining  
Company, a corporation, and that said instrument was signed in behalf of  
said corporation by authority of \_\_\_\_\_

\_\_\_\_\_ and the said \_\_\_\_\_  
\_\_\_\_\_ acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public.

Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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FREED AND RECORDED FOR

*James Brown Co. et al*  
1977 MAY 9 PM 3 22

RUTH EAMES OLSEN  
SEER

*Margaret R. Tuttle*

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